

1 BILL NO. S-81-09- 32

2 SPECIAL ORDINANCE NO. S- 221-81

3
4 AN ORDINANCE approving a contract for
5 Resurfacing and Restoring Pavement Resolution
6 Number 5918-81, between the City of Fort
Wayne, Indiana, and Dailey Asphalt Products
Co., Inc. for resurfacing and restoring.

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated September 16,
11 1981, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and the Board of Public Works and Dailey Asphalt
Products Co., Inc., for:

13 resurfacing and restoring pavement as
14 designated on the following streets:

15 (1) Thieme Drive, from the South curb
16 line of Main Street to the North property
line of Berry Street;

17 (2) Berry Street, from the East curb
18 line of Rockhill to the East curb line of
Thieme Drive;

19 (3) Berry Street, from the West curb
20 line of Broadway to the West property
line of Van Buren Street;

21 (4) Broadway, from the South curb line
22 of Main Street to the North property line
of Berry Street;

23 (5) Main Street, from the West property
24 line of Van Buren Street to the East prop-
erty line of Broadway.

25 under Board of Public Works Resurfacing and Restoring Pavement
26 Resolution Number 5918-81, at a total cost of \$47,209.05, all
27 as more particularly set forth in said contract which is on
28 file in the Office of the Board of Public Works and is by
29 reference incorporated herein and made a part hereof, be and
30 the same is in all things hereby ratified, confirmed and
31 approved.
32

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY SEPTEMBER 18, 1981.


BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee (Public Works) (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on , 19 , the day of , at o'clock M., E.S.T.

DATE: 9-22-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (YES) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	<u> </u>	<u> </u>	<u> </u>
BURNS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EISBART	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
GIAQUINTA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHOMBURG	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-271-81 on the 13th day of October, 19 81.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Spickels
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 4th day of October, 19 81, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Oct 19 81, at the hour of 10 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-09-32

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Resurfacing and Restoring
Pavement Resolution Number 5918-81, between the City of Fort
Wayne, Indiana, and Dailey Asphalt Products Co., Inc. for resurfacing
and restoring

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GIAQUINTA

DONALD J. SCHMIDT

Samuel J. Talarico
Paul M. Burns
James S. Stier
Mark E. Giaquinta
D. Schmidt

10-13-81
CONCURRED IN
DATE 10-13-81 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

August 31, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: STREET RESURFACING IMPROVEMENT RES.5918-81, THIEME,
BERRY, BROADWAY & MAIN.

Contract for Street Resurfacing Improvement Res. 5918-81 has been awarded to Dailey Asphalt. This is to be where it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets: Thieme Drive, Berry Street, Broadway, Main Street.

Dailey Asphalt Products Co., Inc. has submitted the low bid in the amount of \$47,209.05 which was 11.44% below the engineer's estimate. The cost of said improvement shall be paid for from monies from Revenue Sharing Funds.

Because of the contracting season and the schedule of the contractor, the Board of Public Works respectfully request "Prior Approval". Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS

THOMAS W. LATCHEM, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

sa
approved:

Samuel J. Salas [Signature] Vivian L. Schmidt

Mark E. Gaudin [Signature] Ray A. Chon

[Signature] John H. Nichols [Signature]

Attest:

Charles W. Westerman
Charles Westerman, City Clerk

PROJECT *Resurfacing*

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANADATE *8/19/81*RES. NO. *5918-81*MATERIAL *Asphalt**Thieme Dr 1 - main to Perry
Berry Street - Rock hill to Thieme Dr
Bentley Street - Brookway to Van Buren
Brookway - Main to Perry St
Main St - Van Buren to Brookway*

CONTRACTORS			ESTIMATE	EXTENSION	Daily Asphalt Products Co., Inc.		Wayne Asphalt and Const. Co., Inc.		RICH-RANDY CONCR. CO., INC.		BROOK CONST. CO., INC.		HASKIND ASP. CORP.		MOELLER & CONST. CO., INC.		UNIT BID	TOTAL BID
STREETS—ALLEYS—SIDEWALKS	QUAN	MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID		
1050	sq. yd.	PAVEMENT REMOVAL	6.00	6,300.00	2.50	2,625.00	2.70	2,835.00	2.10	2,205.00	5.69	5,974.50	2.00	2,100.00	3.85	4,042.50	OK	
210	TON	H.A.C. #9 Binder	25.00	5,250.00	23.53	4,945.50	23.50	4,935.00	28.00	5,880.00	32.23	6,778.80	26.70	5,649.00	33.65	7,066.50	OK	
582	TON	H.A.C. #11 Binder	25.50	14,841.00	24.23	14,113.50	25.33	14,753.70	29.00	16,870.00	24.75	14,404.50	28.25	16,441.50	27.12	15,824.50	OK	
597	TON	H.A.C. A-2 Surface	28.00	16,716.00	27.63	16,507.05	27.50	16,417.50	29.00	17,313.00	29.06	17,348.82	30.50	18,208.50	29.70	17,730.90	OK	
1.5	TON	Joint & Crack Seal	700.00	1,050.00	750.00	1,125.00	675.00	1,012.50	400.00	600.00	1,170.53	1,755.80	300.00	450.00	600.00	900.00	OK	
13	EACH	C.B. S adjust & Set	120.00	2,860.00	175.00	2,275.00	200.00	2,600.00	150.00	1,950.00	145.20	1,887.60	250.00	3,250.00	220.00	2,860.00	OK	
7	EACH	M.H. S adjust & Set	230.00	1,540.00	150.00	1,050.00	165.00	1,155.00	150.00	1,050.00	145.20	1,016.40	150.00	1,050.00	220.00	1,540.00	OK	
17	EACH	Water Valve adj & Set	65.00	1,105.00	75.00	1,275.00	75.00	1,275.00	40.00	680.00	52.30	890.12	50.00	850.00	65.00	1,105.00	OK	
2	EACH	New M.D. C.B.S. (in place)	1,250.00	2,500.00	1,250.00	2,500.00	1,500.00	3,000.00	1,000.00	2,000.00	1,013.20	2,026.40	900.00	1,800.00	1,685.00	3,370.00	OK	
4	TON	Topsoil	20.00	80.00	10.00	40.00	100.00	400.00	35.00	140.00	20.00	80.00	25.00	100.00	53.00	212.00	OK	
60	H/F	Curb Removal	7.00	420.00	2.00	120.00	5.00	300.00	3.25	195.00	3.00	180.00	2.00	120.00	5.10	324.00	OK	
60	H/F	New curb Type III	8.25	495.00	10.00	600.00	18.00	1,080.00	18.00	1,080.00	12.73	763.80	10.00	600.00	12.40	744.00	OK	
33	sq. yd.	Seedling, Mulch & Fertil.	4.50	148.50	1.00	33.00	2.50	82.50	1.50	49.50	3.00	99.00	5.00	165.00	1.00	33.00	OK	
Total				\$53,305.52		\$47,209.05		\$49,846.20		\$50,024.50		\$53,205.74		\$50,784.00		\$56,752.48		
						11.44%		6.48%		6.16%		1.97%		4.73%		4.59%		
						BELOW EST.		BELOW EST.		BELOW EST.		BELOW EST.		BELOW EST.		OVER EST.		

Original
Council 9/22/81

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

CONTRACT

This Agreement, made and entered into this 16 day of September, 1981

by and between ----- DAILEY ASPHALT PRODUCTS CO., INC. -----
----- 1122 THOMAS RD., FT. WAYNE, IND. 46804 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Resolution No. 5918-81

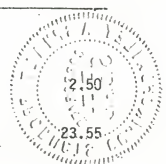
prove by resurfacing and restoring pavement as designated on the following streets:
(1) THIEME DRIVE, from the south curb line of Main St. to the north property line of
Berry St.; (2) BERRY ST., from the east curb line of Rockhill to the east curb line of
Thieme Dr.; (3) BERRY ST., from the west curb line of Broadway to the west property line
of VanBuren St.; (4) BROADWAY, from the south curb line of Main St. to north property
line of Berry St.; (5) MAIN ST., from the west property line of VanBuren St. to the
east property line of Broadway.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5918-81 attached hereto and by reference made a part hereof.
~~and at the following prices per lineal foot~~

At the following prices:

Pavement Removal	Two dollars and fifty cents per square yard	
H.A.C. #9 Binder	Twenty-three dollars and fifty- five cents per ton	23.55
H.A.C. #11 Binder	Twenty-four dollars and twenty- five cents per ton	24.25
H.A.C. A-2 Surface	Twenty-seven dollars and sixty- five cents per ton	27.65
Joint and Crack Sealer	Seven hundred and fifty dollars and no cents per ton	750.00
C.B.'s - Adjust and Set to Grade	One hundred and seventy-five dollars and no cents per each	175.00
M.H.'s - Adjust and Set to Grade	One hundred and fifty dollars and no cents per each	150.00
Water Valves - Adjust and Set to Grade	Seventy-five dollars and no cents per each	75.00
New Standard C.B.'s (In Place)	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
Topsoil	Ten dollars and no cents per ton	10.00
Curb Removal	Two dollars and no cents per lineal foot	2.00
New Curb Type III	Ten dollars and no cents per lineal foot	10.00
Seeding, Mulch & Fertilizer	One dollar and no cents per square yard	1.00
Total	Forty-seven thousand, two hundred and nine dollars and five cents	\$47,209.05



H.A.C. A-2 Surface	Twenty-seven dollars and sixty-five cents per ton	27.65
Joint and Crack Sealer	Seven hundred and fifty dollars and no cents per ton	750.00
C.B.'s - Adjust and Set to Grade	One hundred and seventy-five dollars and no cents per each	175.00
M.H.'s - Adjust and Set to Grade	One hundred and fifty dollars and no cents per each	150.00
Water Valves - Adjust and Set to Grade	Seventy-five dollars and no cents per each	75.00
New Standard C.B.'s (In Place)	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
Topsoil	Ten dollars and no cents per ton	10.00
Curb Removal	Two dollars and no cents per lineal foot	2.00

New Curb Type III	Ten dollars and no cents per lineal foot	10.00
Seeding, Mulch & Fertilizer	One dollar and no cents per square yard	1.00
Total	Forty-seven thousand, two hundred and nine dollars and five cents	\$47,209.05

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5918-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before October 15, 1981 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19_____

DAILEY ASPHALT PRODUCTS CO., INC.

BY: _____

ITS: _____

Contractor, Party of the First Part.

ATTEST:

Sandra E. Kennedy
Secretary and Clerk

ATTEST:

Lorraine A. Cooper
Corporate Secretary

City of Fort Wayne, By and Through:

Robert Anderson
City of Fort Wayne, By and Through:

Boyd R. Collins
City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract:

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5918 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

- (1) THIEME DRIVE - From the south curb line of Main Street to the north property line of Berry Street.
- (2) BERRY STREET - From the east curb line of Rockhill to the east curb line of Thieme Drive.
- (3) BERRY STREET - From the west curb line of Broadway to the west property line of VanBuren Street.
- (4) BROADWAY - From the south curb line of Main Street to the north property line of Berry Street.
- (5) MAIN STREET - From the west property line of VanBuren Street to the east property line of Broadway.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from Revenue Sharing Funds.

ADOPTED, this _____ day of _____, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Thomas W. Latchem, Chairman

Robertta Anderson-Staton, Member

Betty R. Collins, Member

ATTEST:

Secretary & Clerk

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DAILEY ASPHALT PRODUCTS CO., INC.
as Principal, and the St. Paul Fire and Marine Insurance Company

_____, a corporation organized under the laws of the
State of Minnesota, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of FORTY-SEVEN THOUSAND,
TWO HUNDRED AND NINE DOLLARS AND FIVE CENTS -----

(\$ 47,209.05-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 22nd day of September, 1981,
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5918-81

To improve by resurfacing and restoring pavement as designated on the following
streets:

(1) THIEME DRIVE, from the south curb line of Main St. to the north property line
of Berry St.; (2) BERRY ST., from the east curb line of Rockhill to the east curb
line of Thieme Dr.; (3) BERRY ST., from the west curb line of Broadway to the west
property line of VanBuren St.; (4) BROADWAY, from the south curb line of Main St.
to the north property line of Berry St.; (5) MAIN ST., from the west property line
of VanBuren St. to the east property line of Broadway.

at a cost of \$ 47,209.05-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

DAILEY ASPHALT PRODUCTS CO., INC.
(Contractor)

BY: _____

ITS: V. Pres

ATTEST

Arthur C. Friebe

President - Vaste, Zent & Rye, Inc.
(Title) Authorized Agents

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Surety

*BY: _____

Donald B. Bohner
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- DAILEY ASPHALT PRODUCTS CO., INC. -----

(Name of Contractor)

----- 1122 THOMAS RD., FORT WAYNE, INDIANA 46804 -----

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire and Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FORTY-SEVEN THOUSAND, TWO HUNDRED AND NINE DOLLARS AND FIVE CENTS -----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of September, 19 81, for the construction of:

Resolution No. 5918-81

To improve by resurfacing and restoring pavement as designated on the following streets: (1) THIEME DRIVE, from the south curb line of Main St. to the north property line of Berry St.; (2) BERRY ST., from the east curb line of Rockhill to the east curb line of Thieme Dr.; (3) BERRY ST., from the west curb line of Broadway to the west property line of VanBuren St.; (4) BROADWAY, from the south curb line of Main St. to the north property line of Berry St.; (5) MAIN ST., from the west property line of VanBuren St. to the east property line of Broadway.

at a cost of FORTY-SEVEN THOUSAND, TWO HUNDRED AND NINE DOLLARS AND FIVE CENTS

(\$ 47,209.05-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

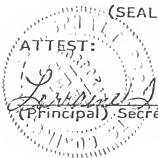
WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in, the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
(number)
parts, each one of which shall be deemed an original, this 22nd day of
September, ~~XXXX~~ 1981.

(SEAL)

ATTEST:



(Principal), Secretary

DAILEY ASPHALT PRODUCTS CO., INC.
Principal

BY

V. Pres

(Title)

1122 Thomas Rd.
Ft. Wayne, IN 46804
219-432-8886

Connie L. Emerson
Witness as to Principal

(Address) 1122 Thomas Rd.
Ft. Wayne, IN 46804
219-432-8886

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Surety

BY

Donald K. Sabatini
Attorney-in-Fact
(Authorized Agent)

Yaste, Zent & Rye, Inc.

201 West Wayne Street

(Address)

Fort Wayne, Indiana 46802

Yaste, Zent & Rye, Inc.
Authorized Agents

Arthur C. Zent
Witness as to Surety

201 West Wayne Street
(Address)

Fort Wayne, Indiana 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski,
individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF
TEN MILLION (\$10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of January, A.D. 1980.

STATE OF MINNESOTA }
County of Ramsey } ss.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

[Signature]
Vice President

On this 15th day of May, 1981, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

[Signature]
V.C. INNES, Notary Public, Ramsey County, MN
My Commission Expires April 27, 1983

CERTIFICATION
I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

22nd day of September, 1981

[Signature]
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-9821 and ask for the Power of Attorney Clerk. Please refer to the above Certificate of Authority No. and the above named individual(s).

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTANANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER 1981.

In compliance with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

WINTER

MASTER

WELDER & STEAMFITTER

SAIC & TERRAZZO GRINDER

WELDER

METAL WORKER

WELDER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
S	15.90	.65	1.45			3c IF
S	16.00	1.375	1.40		3c	
S	14.41	.80	.80		2c	6c IF
S	13.40	.70	.65		2c	4c IF
S	12.73	.80	.80		5c	2c IF
S	12.85	.75	.80		2c	
S	15.75	.55	3%+.80		6c	15c IF
S	15.92	1.34	1.08	8%	3c	
S	13.34		.40	.40	6c	35c holid 1.00 ann
S	14.20	1.00	1.85		4c	2c IF
S-SS US	10.20-11.20	1.00	.75		9c	
S-SS US	9.75-10.60	1.00	.75		9c	
S-SS US	9.75-10.60	1.00	.75		9c	
S	12.33		.80		1c	3c IF
S	13.80	.70	.65		2c	4c IF
S-SS US	10.45-15.50	.75	1.00		10c	
S-SS- US	10.18-13.69	.75	1.00		10c	
S-SS- US	9.29-12.44	.75	.65		10c	
S	11.70-12.70	.85	1.00		12c	12c misc.
S	13.48	.60	.80			
S	16.05	.85	1.30		7c	7c IF
S	9.50-11.50					
S	13.90		.50			
S	15.37	.92	1.01		15c	52c sasm 17c IF
S-SS US	10.60-11.55	36.50pw	41.00pw			
S-SS- US	10.21-10.81	34.50pw	41.00pw			

any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE USED. The above and forgoing shall be the minimum prevailing wage scale for this project set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

ED THIS 18 DAY OF June, 1981

Luc Stone
REPRESENTING GOVERNOR, STATE OF INDIANA

Robert Anderson
REPRESENTING THE AWARDED AGENT.

Frank M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5433

TITLE OF ORDINANCE RESURFACING AND RESTORING PAVEMENT RESOLUTION 5918-81

2-81-09-32

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE RESURFACING AND RESTORING PAVEMENT AS DESIGNATED ON THE FOLLOWING

STREETS: 1) THIEME DRIVE, FROM THE SOUTH CURB LINE OF MAIN STREET TO THE NORTH PROPERTY
LINE OF BERRY STREET; 2) BERRY STREET, FROM THE EAST CURB LINE OF ROCKHILL TO THE EAST
CURB LINE OF THIEME DRIVE 3) BERRY STREET, FROM THE WEST CURB LINE OF BROADWAY TO THE WEST
PROPERTY LINE OF VANBUREN STREET, 4) BROADWAY, FROM THE SOUTH CURB LINE OF MAIN STREET TO
NORTH PROPERTY LINE OF BERRY STREET, 5) MAIN STREET, FROM THE WEST PROPERTY LINE OF VANBURE
STREET TO THE EAST PROPERTY LINE OF BROADWAY. PRIOR APPROVAL ACQUIRED AND ATTACHED.
DAILEY ASPHALT PRODUCTS CO., INC. AWARDED THE CONTRACT.

EFFECT OF PASSAGE RESURFACING AND RESTORING OF PAVEMENT.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$47,209.05 TO BE PAID FOR BY
REVENUE SHARING.

ASSIGNED TO COMMITTEE _____